



# TOWN OF KITTERY, MAINE

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## Request for Proposals for the re-use of the Safford School House

### 1. Background:

The Safford School Advisory Committee, on behalf of the Kittery Town Council, is seeking proposals for the rehabilitation and re-use through a long-term land and building lease of the historic Safford School building and property on the existing site at 62 Brave Boat Harbor Road on the corner of Cutts Island Lane. The property is located on the Kittery Tax Assessor's Map as Map 45 Lot 39. The building is not on the historic register, but the Town requires the school house façade to be historically protected and maintained throughout its re-use.

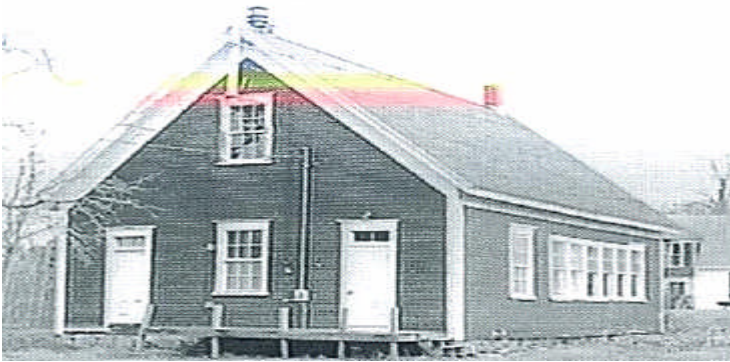
Sealed proposals for the project, including an original and 7 copies, will be received by the Town Manager at 200 Rogers Road, Kittery, Maine 03904 until **May 16, 2008 at 3PM**, at which time they will be publicly opened. Proposals will be reviewed and awarded conditionally upon the town **November 4, 2008** vote to allow the lease for the proposed re-use.

A site visit for all parties in submitting proposals will be held on the property on **Wednesday April 2, 2008 at 10AM**. This will serve as one of the pre-proposal meetings which are mandatory for those submitting a proposal. The other pre-proposal meeting will be held on **Wednesday April 9, 2008 in Conference Room A of the Kittery Municipal Complex at 10 AM**.

### 2. Brief history:

In 1804, 12 school districts (grades 1-8) were laid out across the town of Kittery. School No.6 at Brave Boat Harbor was located at the corner of Brave Boat Harbor Road and Cutts Island Lane. The original Safford School was destroyed by fire and was replaced by the current school in 1871-72. Gradually, the one and two room school districts were phased out and consolidated into several larger and more modern schools. The last one to lose its identity as a neighborhood school was the Safford School-District No. 6 which was absorbed by Mitchell School in 1942. From the 1940's-1960's, it

was used as a community center for meetings and receptions. Although some physical up-keep took place over the next 30 years, it never was re-established as a community center and most recently was an artist's studio. [Town Hall has several folders of materials on the Safford School which can be viewed in the Town Manager's Office].



Safford School House

### **3. Land Use Regulations:**

#### ***16.12.055 Kittery Point Village—KPV.***

The Kittery Point Village district encompasses the Kittery Point neighborhood extending from Spruce Creek and Crockett's Brook eastward to the easterly side of Cutts Island Lane. For the exact boundaries of the district, refer to the zoning map of the town of Kittery, the official shoreland zoning map, and Section 16.12.030 of the land use and development code.

A. Purpose. To preserve the established character and development pattern of the Kittery Point neighborhood while assuring that any new development is consistent with this historical development pattern and is environmentally suitable. To this end, the following apply.

B. Permitted Uses.

1. Dwellings, excluding mobile homes, in a single-family, duplex, and multi-unit residential configuration with not more than four units per building;
2. School or educational facility (including nursery schools), municipal, county, or state building or use, church; or other institution of

educational, religious, philanthropic, fraternal, political, or social nature which is not used for residential occupancy. Any single listed use may not occupy more than five thousand (5,000) square feet of floor area;

3. Public open space recreational uses;
4. Any agricultural building or use except a sawmill, piggery, or the raising of poultry for commercial purposes;
5. Accessory uses and buildings including minor home occupations;
6. Day care facility.

C. Special Exceptions.

1. Rooming house;
2. Any use listed in subsection (B)(2) of this section (Permitted Uses)

that occupies more than five thousand (5,000) square feet of floor area;

3. Public utility facilities including substations, pumping stations and sewage treatment facilities;
4. Cemeteries;
5. Convenience store, neighborhood grocery facilities excluding sale of gasoline;
6. Temporary, intra-family dwelling unit;
7. Major home occupations as an accessory use;
8. The reuse of a designated historic building, in nonresidential use as of the effective date of this provision, as an art studio/gallery, museum, or business and professional office subject to standards B through L for a minor home occupation as set forth in Section 16.32.1170.

D. Prohibited Uses.

Any use not listed as a permitted use or a special exception is prohibited in the district.

E. Standards.

1. Design and Performance Standards. The design and performance standards of Chapter 16.32 including the shoreland zoning provisions of Section 16.32.490 must be observed where applicable. The Design Handbook provides examples of appropriate design for nonresidential and multi-unit residential projects.
2. Dimensional Standards. The following space standards apply:

Minimum land area per dwelling unit. . . . .	40,000 square feet
Minimum lot size. . . . .	40,000 square feet
Minimum street frontage. . . . .	150 feet unless reduced in accordance with Note A
Minimum front yard. . . . .	40 feet

Maximum building coverage ..... 20 percent  
 Minimum rear and side yards. .... 15 feet\*

\* Buildings higher than 40 actual feet shall have side and rear yards not less than 50 percent of the building height.

Maximum building height ..... 35 feet  
 Minimum setback from streams,  
 water bodies and wetlands. .... in accordance with

Table 16.12 set out at  
 the end of Ch. 16.12 and  
 Section 16.32.490(N)

Minimum distance between principal  
 buildings on the same lot ..... shall be the height  
 equivalent of the  
 taller building

Minimum setback from water bodies  
 and wetlands for water dependent uses ..... 0 feet

Note A: The required minimum street frontage for a new lot may be less than one hundred fifty (150) feet if the established pattern of street frontage in the immediate area of the lot as determined below is less than one hundred fifty (150) feet per lot. The required minimum street frontage in this case is the average of the street frontage of existing developed residential lots that are located on the same street and within five hundred (500) feet of the parcel, but in no case, less than one hundred (100) feet.

3. Clustered Residential Developments. In the case of clustered residential developments, the above standards may be modified in accordance with the special provisions of Article XIII of Chapter 16.32 and with the conditions that:

- a. Public or community sewerage and water must be provided.
- b. A minimum land area of ten (10) acres must be provided, except as otherwise prescribed in this section.
- c. The maximum density must not exceed the density allowed by applying the minimum land area per dwelling unit requirements of Standard E.2. (Ord. 10-06)

**4. Timetable, Process and Lease Overview: The review team envisions the following process and timetable following submission of proposals:**

- A. Review team will select proposals for interviews- May/June.
- B. Review Team will recommend a proposal to Council or reject all proposals – July 2008
- C. Town Council will review the recommended proposal and submit by mid July / August 2008 an Article for the November 4, 2008 ballot

for town to vote on at its General Elections. That article will list the proposed project design and request authority to lease the Safford property to the awarded party.

D. The proposed awarded developer will be authorized to proceed, at their own risk, to obtain the necessary Town Building permits and / or proceed through the Zoning Board of Appeals and / or Planning Board if necessary for their project. Final building improvement design requires the Safford Review Team approval prior to the Council Lease sign off.

E. If the town votes to approve the lease on November 4, 2008, the awarded developer will review and finalize the property lease with the Town and provide the necessary insurances and surety guarantees to the Town. The lease price will be the town's mill rate times the property assessed valuation (land and building including improvements as they are made to the property) with a term of 25 years with a renewal interest notice filed with the town in the 24<sup>th</sup> year of the lease for an additional 10 years under the same terms and conditions. The total lease period is 35 years. The Town Council, following the lease term will decide on any further renewals and requirements or actions with the property. A copy of the draft lease is enclosed with this RFP package.

F. If the vote at the November 4, 2008 elections is negative towards leasing the property, the proposal is terminated.

## **5. Submission Requirements:**

Proposals must be in writing and presented in the following format: please use headings presented below for the organization of response.

A. Background on developer submitting the proposal:

- 1) Name, address, contact information.
- 2) Identify the qualifications and experience of the development team for the project including a list of previously completed projects which are similar in scope. This may include key staff of the developer, architect, contractor(s).

B. Proposal Overview-

- 1)An outline of the proposed re-use of the property and indicate the intended users;

- 2) the concept plan for the building and improvements to be undertaken. Please indicate the compatibility with the neighborhood.
- 3) How the structure will be preserved historically.

C. Proposal estimated Cost and Timeframe for the project and its completion:

- 1) Please indicate the estimated cost of undertaking the concept plan as proposed.
- 2) Please include a project timeframe and schedule of completion.

D. Financial and Insurance Capacity: Please indicate the developer's financial and insurance capacity to undertake this type of project. A completion project bond is required to be filed with the Town Manager prior to any work on the facility. The Town of Kittery will be listed as an additional insured on the property liability coverage by the developer and lease holder during and following construction / improvement and throughout the term of the lease. Please describe how the project will be financed.

E. Graphics- Additional data, exhibits, statements, architectural drawings, rendering of the building, etc. are invited and encouraged to ensure a total understanding and proper evaluation of each proposal by the Town.

## **6. Review and Evaluation Process:**

- A. The Safford Review Team will review proposal for completeness. 10 Points
- B. Project's re-use plan for the property and long-term maintenance plan for the property. 40 Points
- C. Applicant's ability to complete the project including development team, management plan, experience, project readiness to proceed and timeframe for completion. 25 Points
- D. Project cost and financial feasibility and capacity to undertake the project. 25 Points.

The Town of Kittery reserves the right to select the most qualified proposal in its opinion and to reject any and all submittals if it is deemed in the best interest of the community and to negotiate for a final lease.

[illegible]



*Blade 14.*

[illegible]

**DRAFT – FOR NEGOTIATION PURPOSES**

## AFTER AWARD

# LEASE AGREEMENT

This Lease Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the TOWN OF KITTERY, a municipal corporation with its Town Offices on 200 Rogers Road, in Kittery, York County, Maine (hereinafter called the "Lessor") and \_\_\_\_\_ (hereinafter called the "Lessee").

WITNESSETH:



1. The Lessor, in consideration of the rent recited herein to be paid by the Lessee and other covenants, agreements, conditions and obligations hereinafter contained to be kept, formed and observed by the Lessee, does hereby let and lease unto the said Lessee the building and property commonly referred to as the Safford School, situated on the southerly side of Brave Boat Harbor Road, so-called, and the westerly side of Cutts Island Lane, so-called, in the Town of Kittery, York County, Maine, (hereinafter referred to as the "Property") which Property referred to as the "Property") which Property is also depicted and shown as Lot 39 on Map 45 of the Kittery Town Assessor's Map.

2. The Property shall be used by the Lessee as a \_\_\_\_\_. There will be no sales without the authorized consent of the Lessor on the leased premises nor shall the property be used in any other fashion or manner that would violate any provisions of the Land Use and Development Code Zoning Ordinance of the Town of Kittery.

3. Lessee agrees to pay the Lessor a lease amount equal to the assessed valuation of the land and building, including improvements, multiplied by the town's annual tax rate, commencing in \_\_\_\_\_ 2008. Lease payments are due twice annually, with the first half due on the first Tuesday in December and the second on the first Tuesday in June for the term of the lease. Notice of annual lease amount will be mailed to Lessee in early November of each year by first class mail. All payments must be made to the Town of Kittery, Town Offices, 200 Rogers Road, Kittery, Maine, 03904, or such other place as the Lessor may designate in writing.

4. The term of this extends for a period of twenty-five (25) years commencing on July 1, 2008 and ending on June 30, 2033, with a 10-year renewal until 2043, at Lessee's written request.

5. The Lessee accepts the property in its present "as is" condition, and agrees to keep said premises in good, clean condition; to make structural alterations, additions or changes, as proposed in the RFP, and only with the written consent of the Lessor; and to surrender the premises at the termination hereof in like condition while leased by the Lessee, reasonable wear and tear excepted.

6. The Lessee shall be responsible to pay for all services and utilities provided to the leased premises during the term including but not limited to: (a) electricity; (b) telephone; (c) heating oil; and shall bear all costs of ordinary repair and maintenance to the property. Lessee is responsible to pay for any repairs and/or maintenance to the septic field during the term of the lease. The Lessee, however, shall also be responsible for all repairs or maintenance, caused or arising out of any negligence of the Lessee.

7. The Lessee assumes risk of damage to the property and to any personal property in the Lessee's custody on the premises by water, fire or other casualty. The Lessee is required to obtain renter's liability and property damage insurance, and he/she shall bear the responsibility and cost of doing so.

8. The Lessee agrees to save the Lessor harmless from all manner of claims, actions or demands arising out of the Lessee's use of the leased premises and shall at their own expense secure a property and casualty liability

insurance coverage naming the Town as an additional insured with a liability policy coverage limit of no less than \$400,000.00. Lessee shall provide a copy of said policy to the Town for its review prior to the effective date of this Lease.

9. In the event of default in any terms or conditions of the Lease, including but not limited to the failure to pay lease payments when due, or if said premises shall be abandoned, deserted or vacated during the term of this Lease, then the Lessor shall have the express right to terminate this Lease forthwith and it shall be lawful thereafter for the Lessor to retake possession of the premises and evict the occupants.

10. Should it become necessary for the Lessor to evict the Lessee for failure to comply with any of the covenants, conditions and agreements set forth in this Lease, Lessee shall be responsible to Lessor for all costs of such eviction proceedings including reasonable attorneys fees.

11. The Lessee shall not sublet or allow anyone other than the Lessee to occupy the property during the term of this Lease without the express written consent of the Lessor.

12. The option to renew set forth herein may be exercised by Lessee by giving written notice to the Lessor no later than one (1) year prior to June 30<sup>th</sup> of the twenty-fifth (25<sup>th</sup>) year (2033) of this lease, for an additional ten-year period until June 30, 2043. If exercised by the Lessee, the parties shall continue with the lease payment arrangement. All other terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the Lessee and Lessor have executed this  
Lease on the day and year first written above.

TOWN OF KITTERY

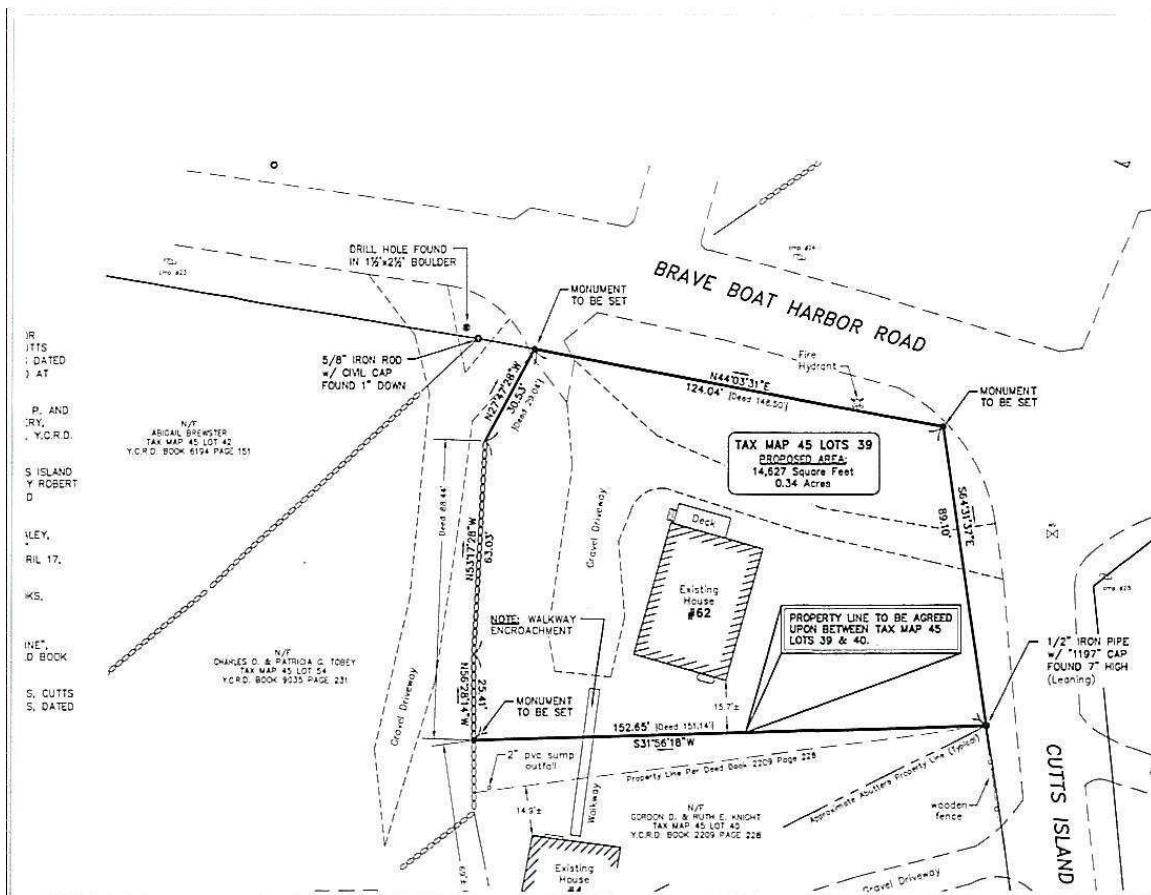
\_\_\_\_\_  
By: \_\_\_\_\_  
Witness

Jonathan Carter  
Duly Authorized

LESSOR

\_\_\_\_\_  
\_\_\_\_\_  
Witness

LESSEE



Safford School Plot Plan